

**Sample Blanket Purchase Agreement for Language Services**  
**BPA Number 190PRL18AXXX**

The Office of Language Services of the U.S. Department of State (“the Government”) invites **Your First Name and Last Name dba If Applicable, Your Business Name in SAM** (“the Contractor” or “the BPA-holder”) to enter into this Blanket Purchase Agreement (BPA) that establishes the terms and conditions applicable to future purchases of foreign language interpreting or translating services in accordance with your established skill sets and eligibility to perform services.

1. **Expiration Date:** This BPA expires on October X 2018.
2. **Government Estimate:** The annual value of calls against these individual Agreements will not exceed \$150,000, with no individual call to exceed \$25,000 and over half of all calls at or below the micro purchase threshold of \$3500. **This information should not be used as proof of income. There is no guarantee of assignment under this Agreement.**

**3. Terms and Conditions**

- The Government is **not** obligated to purchase any definite amount under this agreement.
- No single purchase under this agreement will exceed \$25,000 without prior approval from the Contracting Officer.
- The total amount ordered under this agreement will not exceed \$150,000.
- The prices to the Government shall be in accordance with rates established by the Office of Language Services.
- A full listing of terms and conditions is attached to this BPA.

**4. Authorized Employees**

Individuals in the following capacities have been designated as Contracting Officer Representatives or Government Task Monitors for Language Services. Only individuals in these capacities are authorized to request services on behalf of the Contracting Officer.

<u>Job Title</u>	<u>Dollar Limitation</u>
LS Division Chief	\$25,000
LS Branch Chiefs	\$25,000
LS Program Officers	\$25,000

No other employee may place an order against this BPA unless authorized in writing by the Contracting Officer.

**5. BPA Calls**

All requests for services on the part of the Government shall be provided in a written BPA Call signed by the Contracting Officer. BPA Calls become binding contracts between the

Government and the Contractor upon acceptance of an oral offer including the following information:

- Name of client
- Date(s) for performance
- Services to be provided
- Quantity and unit price
- Assigning Officer

Written BPA Calls will also include the Contractor's BPA number and a LS Job Number for the assignment.

## **6. Invoices**

The BPA holder shall submit a signed summary invoice within 15 days of completing performance on a BPA Call. No invoice can be accepted until a written BPA Call for the assignment has been issued and the period of performance for the BPA Call is completed. The invoice shall identify the BPA Call covered therein, stating the total dollar value, and supported by recent copies of the BPA Call.

## **7. FAR and DOSAR Clauses**

The clauses of the Federal Acquisition Regulations FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

## **8. Acceptance**

You are requested to acknowledge acceptance of this BPA, including its attached terms, conditions, and clauses, by generating a .pdf copy of this document in LSMX.

Sincerely,

Thomas F. Hufford  
Contracting Officer

**BPA Accepted:**

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Signature

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Date

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Typed/Printed Name and Title of Signer

## TERMS, CONDITIONS, AND CLAUSES ACCOMPANYING THE AGREEMENT

All of the subsequent terms, conditions, and clauses form an integral part of the Blanket Purchase Agreement (BPA).

### **A. Terms and Conditions**

1. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement shall be construed as establishing an employment relationship between the Department and the Contractor. The Contractor acknowledges that they are an independent non-personal services contractor. Any entitlement of the Contractor to Old-Age and Survivors Insurance (Social Security) shall be entirely within the self-employed category, and the Department shall not make any contribution thereto. The entire contribution shall be at the expense of the Contractor.
2. **NOT A CERTIFICATION.** The professional skills test passed by each Contractor prior to the issuance of this Agreement does not constitute a certification of professional competence or credential. The Contractor agrees not to use in advertising, on business cards or otherwise any mention of having been "certified" by the Department or use the term "official" (as in "official interpreter"). Contractors who passed the interpreting or translating test agree not to use any reference to this Department or the Department's seal or letterhead when composing, reviewing or certifying translations for any client outside this Department. Characterizing oneself in promotional materials or resumes as an employee of the Department or "certified" by the Department of State to provide language services is grounds for termination of this Agreement.
3. **NO OBLIGATION TO ASSIGN WORK.** The Agreement itself is not a contract, nor does it oblige the Department to offer contracts for assignments to provide language services to Contractors.
  - a. The Agreement establishes a written framework through which the Department, recognizing the BPA-holder as a qualified provider of language services in the language(s) and at the skill level(s) for which they have passed the qualifying exam(s) administered by the Office of Language Services, may offer contractual assignments to BPA-holders. In signing the Agreement, the Contractor confirms their willingness to be considered as a potential vendor of these services for future requirements.
  - b. Assignments are made at the discretion of the Department and are not subject to challenge. There is no right to demand assignment. Such demands may lead to cancellation of the Agreement.
4. **PAYABLE RATES FOR SERVICES RENDERED.** All orders issued under this Blanket Purchase Agreement are firm fixed-price contracts. The rates which the Department will pay for the different categories of language services are set annually by internal review boards and will be provided to each Contractor at the beginning of each government fiscal year. BPA-holders who do not wish to perform the service at the new annual rates set by the Department should promptly request in writing that the Contracting Officer

cancel their BPAs. Consistent with the practice in the rest of the industry, the Department pays for interpreting and conference services on a daily basis.

- a. Translating and reviewing services are generally paid by the word count, with rates stated on a per one thousand word basis. The word count is based on the English language, whether English is the source or the target language.
  - b. For each professional interpreting workday, the Contractor shall be paid the daily rate regardless of whether the actual work performed is significantly more or less than eight hours per calendar day.
    - i. In unusual circumstances, where workdays are unexpectedly long, the Contracting Officer may modify the original work order to increase the rate to 150% of the daily rate for certain days because of excessive workloads.
    - ii. Due to the nature of diplomatic business, the Government cannot guarantee regular breaks or even meal breaks (e.g. for interpreters assigned to working luncheons or dinners).
    - iii. For some work assignments of two hours or less in duration, the Contracting Officer may set the payable rate at 50% of the daily rate, provided he does so before the Contractor has accepted the assignment.
5. **COMPENSATION TIED TO LISTED SKILL LEVELS.** The rates paid to the Contractor shall not exceed those listed in the Schedule of Rates carrying their name and BPA number even if the actual work performed would normally be assigned to a higher skill level. Under exceptional circumstances the Contracting Officer may agree in writing to a higher rate. The exceptional rate will appear on the work order but will not be transferred to the Schedule of Rates before the Contractor has passed the professional skills test for that level.
6. **PERFORMANCE STANDARDS.** The Contractor agrees that the performance of services under this Agreement and the Contractor's conduct while performing the services shall conform to high professional standards. The Department requires language services at the following levels.
  - a. Interpreting
    - i. *Conference Interpreter (CI)*: the most demanding level of simultaneous and consecutive interpretation, supporting high-stakes interactions at the upper echelons of government, interpreting into and from a target language and using the linguistic register characteristic of the highest level of formal settings. At the conference level interpreters must be able to work successfully at major international conferences and top-level negotiations and meetings. Performance must maintain very high fidelity to the speaker's communicative intent. Conference Interpreters must be able to understand accents of non-native speakers and must be able to handle their language combination at any register of vocabulary.
    - ii. *Seminar Interpreter (SI)*: interpretation in the simultaneous and consecutive modes on a wide variety of topics, ranging from general information to very technical topics. SI level meetings usually - but not always - take place in an informal environment where the interpreter sits

next to the speaker and hears the source language through the air rather than through earphones in an enclosed booth. In this setting, seminar interpreters are able, if necessary, to stop a speaker and ask for repetition or clarification of information.

- iii. *Liaison Interpreter (LI)*: interpretation in consecutive mode in an informal environment on a wide variety of topics ranging from general information to technical subjects. Although these Contractors are only tested for interpreting from English into a foreign language, they may be required to work in either direction. Because liaison interpreters interact directly with speaker(s), they may request repetition or clarification of information.
  - iv. *Foreign Language Officers (FLO)*: assistance with administrative and logistical requirements provided by individuals with demonstrated fluency in both English and the foreign language at the level of a university educated speaker. These individuals are not required to perform formal interpreting duties but supplement support provided by interpreters for programs with many participants and logistical components.
  - v. *International Visitor Liaison (IVL)*: Contractors assigned in this skill category are not required to demonstrate any non-English language proficiency in the discharge of their duties. Their primary responsibility is to manage the logistical challenges associated with the travel of foreign visitors who speak English but require assistance with the cultural and administrative issues that arise during the trips.
  - vi. *Note concerning professional conduct*: interpreting and liaison assignments involve close physical proximity with clients, other interpreters, and program participants in remote locations for extended periods of time. Such circumstances encourage informal social interaction and the development of personal bonds or antipathy among group members. This makes professionally appropriate conduct a particularly important component of interpreter and liaison performance.
- b. Translating
- i. *Final Translation*: A finished product, thoroughly researched and self-reviewed for completeness, accuracy, consistency of terminology, clarity, readability, and spelling, including all appropriate diacritical marks. Translations must reflect the style and register of the original and must be carefully proofread. Formatting will, in general, follow that of the original document and will adhere to any special word-processing or other instructions provided by Language Services. All translated material received from a contractor may be reviewed by a direct hire US Government employee or another contractor for accuracy, quality, nuance, and content. It is further understood and agreed that the Translator Contractor shall, in the performance of the work hereunder, comply with the requirements of Federal and State laws, rules and regulations in effect or issued during the period of this Agreement.
- c. Language Services Support
- i. *Project Manager I*: facilitates assignments of interpreters or translators in support of complex, sensitive, or urgent diplomatic requirements based on

direction of Division and Branch Chiefs and requirements presented by clients, in accordance with Office Standard Operating Procedures as well as applicable Department and Government regulations. Requires LS interpreting or translating skill rate or Graduate Degree in Interpreting or Translating Project Management.

- ii. Project Manager II: facilitates assignments of interpreters or translators in support of diplomatic, foreign affairs, foreign exchange, and foreign assistance requirements based on direction of Division and Branch Chiefs and requirements presented by clients, in accordance with Office Standard Operating Procedures as well as applicable Department and Government regulations. Requires LS interpreting or translating skill rate or academic coursework in Interpreting or Translating Project Management.

7. **PROFESSIONAL CONDUCT EXPECTATIONS.** The Contractor shall adhere to commonly applied industry standards and in the U.S. workforce in terms of preventing harassment, discrimination, and workplace violence; obeying applicable federal, state, and local laws; safeguarding information; and behaving ethically.

**a. Background Investigations and Clearances**

- i. Public Trust Certification. Pursuant to Title 5 of the Code of Federal Regulations, all Contractors must pass a background check and obtain a Moderate Risk Public Trust (MRPT) certification to be eligible for assignments under this Agreement. Inability to maintain an MRPT certification may be grounds for termination of this Agreement. The Department will initiate the request for background check after the Contractor passes interpreting or translating examinations. See the section on Clauses for text of 5 CFR 731.106.
- ii. Security Clearances. At the discretion of the Contracting Officer, subject to the needs of the Department, a security clearance may be requested for the Contractor in addition to the MPRT certification. All LS-requested security clearances will expire upon expiration of this Agreement.

- b. Confidentiality of Services.** The Contractor shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person or organization any information known to them by reason of their performance of services under this agreement that has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting officer. These obligations do not cease upon the expiration or termination of this agreement.

- i. All documents and records generated during the performance of work under this agreement shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, blog, text message, book, pamphlet, recording, broadcast, speech, television or radio appearance, address or interview, film or photograph concerning any aspect of work, to include the identity of individuals, performed under this agreement shall be published or disseminated through any media or third party without the prior written authorization of the Contracting Officer.

- ii. For written translations of sensitive but unclassified documents, the Office of Language Services reserves the right to require that the translator(s) and reviewer(s) sign a non-disclosure agreement prior to commencing work.
  - c. **Impartiality and Accuracy.** Acceptance of an assignment is an obligation on the part of the Contractor to accurately render the source language message into the target language without intentionally adding or omitting any meaning, while preserving the tone and spirit of the source language message. The Contractor shall demonstrate no partiality towards or bias against the information being conveyed and refrain from interjecting personal opinions or expressing agreement or disagreement with the source message.
  - d. **Social Media.** Unless the client advises the Contractor and the Contracting Officer Representative otherwise at the outset of an assignment, the Contractor may not post, publish, or otherwise disseminate photographs, materials, or narrative descriptions on social media from any LS assignment. The Contractor must further adhere to Social Media guidance provided below from the Foreign Affairs Manual (Section B, Item 3).
8. **CONSEQUENCES FOR UNACCEPTABLE PERFORMANCE OR CONDUCT.** Failure to meet Government expectations stated above may result in loss of assignment opportunities, termination of an assignment in progress, or termination of the Agreement for cause. The Government determines how to address instances of unacceptable performance or conduct based on the circumstances and the potential and actual impact of each instance as well as the skill and experience levels of the Contractor.
- a. In cases of reported racial or sexual harassment or discrimination, the Contracting Officer or Contracting Officer Representative will refer all reports to the Department's Office of Civil Rights for investigation.
  - b. In cases of reported criminal activity, waste, mismanagement, fraud, or abuse, the Contracting Officer or Contracting Officer Representative will refer all reports to the Department's Office of the Inspector General.
9. **TRAVEL ON ASSIGNMENT.** The Department provides language services at locations throughout the world. Use of GSA-negotiated contract fares and rates is limited to employees of the U.S. Government. Pursuant to Federal Travel Regulations, Department travel authorizations will only be issued to Contractors in connection with travel on Government-owned vessels. If it is necessary for Contractor to travel beyond commuting distance to perform work under BPA, the Department may directly provide lodging and transportation to the Contractor, make transportation and lodging arrangements on Contractor's behalf, and/or reimburse the Contractor's travel costs as Other Direct Costs under this Agreement.
- a. For the purposes of this Agreement, commuting distance shall be fixed as 50 miles from the Contractor's listed place of residence.
  - b. In most cases, the Department will not assist the Contractor with obtaining passports and visas for overseas travel.
  - c. When traveling on Department orders, the Contractor agrees to abide by all current Government regulations applying to such official travel, including classes

of aircraft accommodation, hotel and per diem rates as set by the Government for the applicable time period.

10. **INSURANCE COVERAGE.** Contractors are responsible for maintaining insurance against certain perils as mandated under State and Federal law as well as elective coverage related to risks associated with their domestic and international operations. The coverage described in Federal Acquisition Regulations (FAR), Subpart 28.307-2 (b), includes many types of insurance coverage Contractors should maintain for their own protection. Pursuant to FAR Subpart 28.306 (b)(2), however, the Contracting Officer does not require Contractors to maintain specific types or minimum levels of insurance in most circumstances. In the event that Contractors are assigned to work overseas, however, the provisions of the Defense Base Act (DBA) as stated in State Department Procurement Instruction Bulletin 2017-04 require Contractors to obtain Defense Base Act insurance coverage directly from a provider approved by the U.S. Department of Labor (DOL). Approved providers are listed at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrrier.htm>. Unlike other types of Contractor insurance, DBA costs attributable to individual assignments can be reimbursed to Contractors by the Department.
11. **OFFICIAL PLACE OF RESIDENCE.** The Contractor's legal residence forms the basis for the computation of all travel compensation. If a Contractor has more than one residence, he must negotiate the fixing of the legal residence for payment purposes with the Chief of the Interpreting Division or Translating Division, respectively. The decision of the Chief is binding unless it is appealed to the Contracting Officer within 30 days of the fixing date. The Contractor agrees to accept the decision of the Contracting Officer as final. The Contracting Officer may authorize travel to a particular worksite from a point other than the legal residence if that is in the interest of the Government. The contractor must provide the Office of Language Services with the address of a permanent legal residence to facilitate transmission of official documents related to discharge of duties under this agreement.
12. **WORK OFFERS.** When the Department has one or more work assignments to offer to a Contractor under this Agreement, a Contracting Officer Representative or Government Task Monitor will contact the Contractor by telephone or otherwise and ask whether the Contractor is available for such work. As most Contractors have several other clients, the Department does not expect the Contractor to be available each time. If the Contractor is not available, the Department will call other qualified Contractors on the roster until it gets an acceptance.
13. **WRITTEN AND ORAL BPA CALLS.** When a Contractor accepts a work assignment, the Department will issue a written BPA Call specifying the type of service, dates of service, applicable rate of pay and other instructions that may be necessary to carry out the work. This BPA Call represents a contractual commitment between the Department and the Contractor and will be emailed to the Contractor. When work is offered on short notice and accepted by the Contractor, both Parties agree that an oral BPA Call issued by a Contracting Officer or his/her Representative shall have the same effect as a written



BPA Call except that a written work order must be issued as soon as possible and emailed to the Contractor to confirm the verbal commitment. In other words, if the Department has made an oral commitment and the Contractor has accepted it, the Contractor may proceed to the designated workplace or commence the designated work though not yet in receipt of a written order.

- a. Both Parties further agree that if the Government's requirements should change, the Government retains the right to terminate the work order or to decrease or increase the amount of work by amending the work order.
- b. If the amount of work or period of service is increased after a written or oral BPA Call is issued, the Contractor retains the option of declining to perform the increased amount of work, in which case it will be given to another available Contractor while the Contractor only completes the portion originally agreed upon.

14. **SUBCONTRACTING.** Because the Department requires a high degree of quality for the contracted language work, each Contractor is subjected to a professional skills test to ascertain that the work can be performed at the needed level of quality. Subcontracting work under this Agreement to others would jeopardize the Department's quality control and is not permitted. The Contractor agrees to perform all contracted work in person and not to subcontract any part thereof to another person. Subcontracting is grounds for immediate termination of assignments and the Agreement.

15. **INVOICING.** After the service is completed or a completed translation delivered to the Office of Language Services, the Contractor shall submit a signed invoice and a copy of the BPA Call for the assignment in .pdf format and a completed Invoice Approval Form in Excel format via email to [AEXFMD@state.gov](mailto:AEXFMD@state.gov) for review and processing. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. The Debt Collection and Improvement Act of 1996 require most Federal payments, with the exception of Income Tax refunds, to be made electronically. Therefore, Direct Deposit payment for services to a US bank account is required.

16. **SYSTEM FOR AWARD MANAGEMENT (SAM).** Pursuant to FAR 52.whatever below, prospective contractors shall be registered in SAM prior to award of a contract or agreement. Visit website at <https://www.sam.gov/> to register. To remain eligible for assignment or consideration under this Agreement, the Contractor must maintain active SAM registration. Failure to maintain active SAM registration may result in termination of this Agreement.

## B. Clauses

### 1. Federal Acquisition Regulations (48 CFR Chapter 31)

#### 52.228-3 Workers' Compensation Insurance (Defense Base Act).

As prescribed in [28.309](#)(a), insert the following clause:

WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 932](#)) as extended by the Defense Base Act ([42 U.S.C. 1651](#), et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;
- (2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 930](#)(a), 20 CFR 702.201 to 702.203);
- (3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#), 20 CFR 702.231 and 703.232);
- (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 907](#), 20 CFR 702.402 and 702.419);
- (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(d), 20 CFR 702.251);
- (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(c), 20 CFR 702.234);
- (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act ([33 U.S.C. 914](#)(c) and (g), 20 CFR 702.234 and 702.235); and
- (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

Clause 52.252-2      Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://acquisition.gov/far/index.html>. DOSAR clauses may be accessed at: <http://dosar.a.state.gov/display/1/index.aspx>.

<b><u>CLAUSE</u></b>	<b><u>TITLE AND DATE</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017), <i>Alternate I</i>
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)
52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014)
52.227-17	RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) for services
52.229-6	FOREIGN FIXED PRICED CONTRACTS (FEB 2013)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.233-1	DISPUTES (JUL 2002), <i>Alternate I (DEC 1991)</i>

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND  
VEGETATION (APR 1984)

*The below FAR clause (52.212-5) is required by FAR Part 12 to be included in all Blanket Purchase Agreements issued by the Government. The term "contract" in this context refers to BPA Calls issued under this BPA. In case of doubt about the application of any paragraph, please contact an LS Contracting Officer. Pursuant to the Terms and Conditions above (Section A, Item 13), use of subcontractors to perform work assigned to the Contractor by the Government under this BPA is strictly forbidden.*

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or  
Executive Orders—Commercial Items (JAN 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Nov 2011) of [52.219-3](#).
- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (JAN 2011) of [52.219-4](#).
- (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Nov 2016) of [52.219-9](#).
- (v) Alternate IV (Nov 2016) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- x (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \* (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- \* (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- x (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) ([38 U.S.C. 4212](#)).

\_\_\_ \* (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ \* (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_\_ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_\_ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_\_ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_\_\_ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

\_\_\_ **x** (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

\_\_\_ (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_\_ (48)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C.](#)



[4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

— (ii) Alternate I (May 2014) of [52.225-3](#).

— (iii) Alternate II (May 2014) of [52.225-3](#).

— (iv) Alternate III (May 2014) of [52.225-3](#).

— (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

— (50) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (51) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

— (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— (55) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— **x** (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

— (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

— (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

— (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

— (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

- (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.



- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

2. DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR CHAPTER 6)  
CLAUSES:

<u>DOSAR</u>	<u>TITLE AND DATE</u>
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
652.237-72	OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)
652.239-71	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (SEP 2007)
652.242-70	CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for Foreign Language Interpreting Services is the Interpreting Division Chief of the Office of Language Services or their designee as approved by the Contracting Officer for Language Services.

(c) The COR for Foreign Language Translating Services is the Translating Division Chief of the Office of Language Services or their designee as approved by the Contracting Officer for Language Services.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

652.243-70 NOTICES (AUG 1999)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

#### 3. Foreign Affairs Manual

*Pursuant to the Terms and Conditions above (Section A, Item 7), State Department policy concerning social media as stated in the Foreign Affairs Manual (FAM) is provided below. This policy includes references to FAM citations which pertain primarily to direct-hire employees of the State Department who are working on Department premises and/or using Department computers and networks. In case of doubt about the application of referenced FAM citation, please contact an LS Contracting Officer.*

#### **5 FAM 792 SOCIAL MEDIA ENVIRONMENTS AND USE** (CT:IM-110; 06-10-2010)

Social media are approved for official use on unclassified and classified Department intranets and extranets, unclassified and classified U.S. Government interagency networks, and the

Internet subject to the limitations and prohibitions outlined in [5 FAM 790](#). (See [5 FAM 796](#) for limitations on social media software installation on OpenNet and ClassNet.) Department social media sites may be open to all users of the network or closed except to a defined set of users on the network. Personnel may use social media on unclassified systems in a personal capacity, in accordance with [5 FAM 723](#).

#### 5 FAM 792.1 Access To and Use of Social Media (CT:IM-110; 06-10-2010)

- a. As a general matter, the Department encourages the responsible use of social media consistent with current laws, policies and guidance that govern information and information technology. Department organizations will not arbitrarily ban access to or the use of social media.
- b. Any site that requires a software download to a workstation may not be used unless approved by the local configuration control board or the IT Change Control Board (IT CCB) as appropriate. See [5 FAM 650](#) for more information.
- c. Federal advisory committees have specific statutory rules that apply to such committees. Prior to using social media, chartered advisory committee members will request that their designated Federal officer seek the guidance of the Office of the Legal Adviser (L/M Management).

#### 5 FAM 792.2 Personal Use of Social Media (CT:IM-184; 12-22-2016)

- a. Department personnel may access and post entries to public, Internet-based social media sites, from OpenNet using their personal profile registered with a personal email address at those sites consistent with general policies on Internet use at [5 FAM 700](#). Personal entries must not:
  - (1) Claim to represent the Department or its policies, or those of the U.S. Government, or use Department or other U.S. Government seals or logos; and
  - (2) Violate ethics rules, for example, the rules prohibiting the use of public office for private gain or the disclosure of nonpublic information and the rules concerning prohibited political activity; details regarding these rules are on the L/Ethics Intranet Web site.
- b. Department personnel who create and/or use nonofficial social media sites must adhere to the policies contained in [5 FAM 777](#) and [3 FAM 4170](#).
- c. Department personnel who create and/or use nonofficial social media sites must not disclose information pertaining to procurement information in violation of 41 U.S.C. 2102.
- d. Department personnel who create and/or use non-official social media must not disclose nonpublic information.
- e. Department personnel working abroad who create and/or use nonofficial social media sites must adhere to the policies contained in [3 FAM 4123](#).

f. Family members of Department personnel working abroad who create and/or use social media sites must adhere to the policies contained in [3 FAM 4125](#).

g. Non-U.S. citizen Department personnel and U.S. citizen Department personnel who have been hired abroad who create and/or use nonofficial social media sites must adhere to the policies contained in [3 FAM 4126](#).

h. For personal (nonbusiness) materials produced when using social media sites, see [5 FAH-4 H-215.6](#), Personal Papers, for guidance.

SAMPLE ONLY